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December 28, 2004

Division of Corporations
George Firestone Building
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TALLAHASSEE, FLORIDA

To Whom It May Concern:

Enclosed for filing, please find the **ARTICLES OF MERGER**, along with a check in the amount of **\$227.50** for the applicable filing fees and fees to obtain **Two (2) Certified Copies** of the **Articles of Merger** for the following entity:

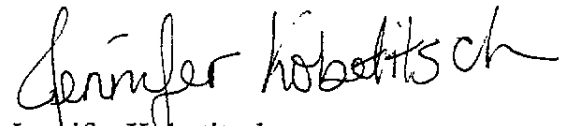
LISENBY LEASING COMPANY
(Document No. P02000105023) and

THE LISENBY CORPORATION
(Document No. H37278) into

LISENBY, LTD.
(Document No. A04000001998)

Upon receipt, please "date-stamp" the copy of the letter provided and call me at 222-7717, when the document is ready. Thank you for your assistance in this matter.

Sincerely,



Jennifer Kobetitsch
Office Administrator

JCK
Enclosures

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
MERGING
LISENBY LEASING COMPANY
AND
THE LISENBY CORPORATION
WITH AND INTO
LISENBY, LTD.

Pursuant to Sections 607.1108, 607.1109 and 607.11101 of the Florida Business Corporation Act, and Sections 620.201, 620.202, 620.203, and 620.204 of the Florida Revised Uniform Limited Partnership Act (1986), **LISENBY LEASING COMPANY**, a Florida corporation ("Lisenby Leasing"), **THE LISENBY CORPORATION**, a Florida corporation ("Lisenby Corp."), and **LISENBY, LTD.**, a Florida limited partnership ("Lisenby Ltd."), hereby adopt the following Articles of Merger:

ARTICLE I

The name, type of entity and state of organization of each of the constituent business entities are as follows:

<u>Name</u>	<u>State of Organization</u>	<u>Type of Entity</u>
LISENBY LEASING COMPANY 762000105023	Florida	Corporation
THE LISENBY CORPORATION 437278	Florida	Corporation
LISENBY, LTD. 1704000001998	Florida	Limited Partnership

ARTICLE II

Effective as of December 28, 2004 (the "Effective Date"), Lisenby Leasing and Lisenby Corp. shall be merged with and into Lisenby Ltd. and Lisenby Ltd. shall be the surviving business entity.

ARTICLE III

The Plan of Merger pursuant to which Lisenby Leasing and Lisenby Corp. shall merge with and into Lisenby Ltd. (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

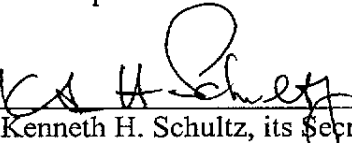
ARTICLE IV

The Plan of Merger was adopted by the Board of Directors and approved by all of the shareholders of Lisenby Leasing as of December 21, 2004, in accordance with the applicable provisions of Chapter 607, *Florida Statutes*, and in accordance with the terms of Lisenby Leasing's Articles of Incorporation and Bylaws. The Plan of Merger was adopted by the Board


of Directors and approved by all of the shareholders of Lisenby Corp. as of December 21, 2004, in accordance with the applicable provisions of Chapter 607, *Florida Statutes*, and in accordance with the terms of Lisenby Corp.'s Articles of Incorporation and Bylaws. The Plan of Merger was adopted and approved by the sole general partner and the sole limited partner of Lisenby Ltd. as of December 21, 2004, in accordance with the applicable provisions of Chapter 620, *Florida Statutes*, and in accordance with the terms of Lisenby Ltd.'s Certificate of Limited Partnership and Agreement of Limited Partnership. There are no dissenting shareholders or dissenting partners of any of the constituent business entities.

IN WITNESS WHEREOF, these Articles of Merger are dated this 22nd day of December, 2004.

LISENBY LEASING COMPANY, a
Florida corporation

By: 
Kenneth H. Schultz, its Secretary

THE LISENBY CORPORATION, a
Florida corporation

By: 
Kenneth H. Schultz, its Secretary

LISENBY, LTD., a Florida limited
partnership

By: **DEVELOPMENTAL HOLDINGS,
INC.**, a Florida corporation, its
General Partner

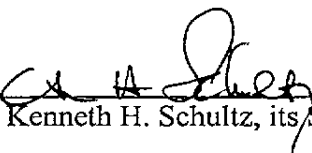
By: 
Kenneth H. Schultz, its Secretary

EXHIBIT A

**PLAN OF MERGER
OF
LISENBY LEASING COMPANY
AND
THE LISENBY CORPORATION
WITH AND INTO
LISENBY, LTD.**

THIS PLAN OF MERGER is among **LISENBY LEASING COMPANY**, a Florida corporation ("Lisenby Leasing"), **THE LISENBY CORPORATION**, a Florida corporation ("Lisenby Corp."), and **LISENBY, LTD.**, a Florida limited partnership ("Lisenby Ltd.").

1. The principal place of business for each of Lisenby Leasing, Lisenby Corp. and Lisenby Ltd. is located at 1095 West Morse Boulevard, Winter Park, Florida 32789.

2. Lisenby Leasing has authorized for issuance one thousand (1,000) shares of common stock, par value \$0.01 (the "Lisenby Leasing Stock"), of which one hundred (100) shares are issued and outstanding, which are all issued to Developmental Holdings, Inc., a Florida corporation ("DHI"), and there are no options or other rights to acquire additional shares of capital stock of Lisenby Leasing issued or outstanding.

3. Lisenby Corp. has authorized for issuance seven thousand five hundred (7,500) shares of common stock, par value \$1.00 (the "Lisenby Corp. Stock"), of which one thousand (1,000) shares are issued and outstanding, which are all issued to DHI, and there are no options or other rights to acquire additional shares of capital stock of Lisenby Corp. issued or outstanding.

4. The interests in the capital and profits of Lisenby Ltd. (the "Lisenby Ltd. Partnership Interests") are owned as follows: ninety nine percent (99%) by DHI, as the sole General Partner, and one percent (1%) by Lisenby Holdings, LLC, a Florida limited liability company ("Lisenby LLC"), as the sole Limited Partner (with such parties in such context collectively referred to herein as the "Partners"), and there are no options or other rights to acquire additional capital or profits interests in Lisenby Ltd. issued or outstanding.

5. All of the membership interests of Lisenby LLC are issued to and owned by DHI, and there are no options or other rights to acquire additional membership interests in Lisenby LLC issued or outstanding.

6. Lisenby Leasing and Lisenby Corp. will merge with and into Lisenby Ltd. as of the Effective Date (as defined below), whereupon Lisenby Leasing and Lisenby Corp. will cease to exist and the separate businesses of Lisenby Leasing, Lisenby Corp. and Lisenby Ltd. will continue on a combined basis through Lisenby Ltd.

7. Lisenby LLC is a single member limited liability company that is "disregarded" as an entity separate from its owner for federal income tax purposes.

8. Since DHI is the sole member of Lisenby LLC (which is "disregarded" as an entity separate from its owner for federal income tax purposes), DHI is deemed to be the sole limited partner of Lisenby Ltd. for federal income tax purposes. Lisenby Ltd. is deemed to have only one partner for federal income tax purposes since (i) DHI is the sole general partner of Lisenby Ltd., and (ii) DHI is also deemed to be the sole limited partner of Lisenby Ltd. Since Lisenby Ltd. is deemed to have only one partner for federal income tax purposes, it is "disregarded" as an entity separate from its owner for federal income tax purposes.

9. DHI has filed elections to treat both Lisenby Leasing and Lisenby Corp. as Qualified Subchapter S Subsidiaries, and therefore, each of Lisenby Leasing and Lisenby Corp. is "disregarded" as an entity separate from its owner for federal income tax purposes.

ARTICLE I

1.1 Names of Constituent Entities.

Name of Target Entities: LISENBY LEASING COMPANY, a Florida corporation
and

THE LISENBY CORPORATION, a Florida corporation

Name of Surviving Entity: LISENBY, LTD., a Florida limited partnership

1.2 **The Merger.** As of the Effective Date, Lisenby Leasing and Lisenby Corp. shall merge with and into Lisenby Ltd. (the "Merger"), the separate existence of Lisenby Leasing and Lisenby Corp. shall thereupon cease, and Lisenby Ltd. shall be the surviving entity in the Merger (the "Surviving Entity") and shall continue its legal existence under the laws of the State of Florida. Although the Target Entities are concurrently merged with and into the Surviving Entity as of the Effective Date (and as more particularly described herein), for purposes hereof, Lisenby Corp. shall be deemed to be the first Target Entity to merge with and into Lisenby Ltd. and Lisenby Leasing shall be deemed to be the second Target Entity to merge, immediately thereafter, with and into Lisenby Ltd.

1.3 **Effect of Merger.** The Merger shall have the effects set forth in the Florida Business Corporations Act, as amended (the "FBCA"), and the Florida Revised Uniform Limited Partnership Act (1986), as amended (the "FRULPA") (with the FBCA and the FRULPA referred to herein collectively as the "Acts").

1.4 **Effective Date.** The Merger shall become effective on December 28, 2004 (the "Effective Date"). The Parties hereto will file with the Florida Secretary of State (the "Secretary of State") the Articles of Merger and other necessary documents (the "Merger Documents"), in

such form as required by, and executed in accordance with, the relevant provisions of the Acts in order to effect the Merger as of the Effective Date.

ARTICLE 2

2.1 **Lisenby Ltd. Partnership Interests.** As of the Effective Date, the Partnership Interests of Lisenby Ltd. issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding.

2.2 **Lisenby Leasing Stock.** As of the Effective Date, each share of Lisenby Leasing Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled

2.3 **Lisenby Corp. Stock.** As of the Effective Date, each share of Lisenby Corp. Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled

2.4 **No Conversion.** Since all of the Lisenby Leasing Stock and all of the Lisenby Corp. Stock issued and outstanding immediately prior to the Effective Date is owned by DHI and since DHI owns, either directly or through its wholly-owned subsidiary, all of the Lisenby Ltd. Partnership Interests, no conversion of the issued and outstanding Lisenby Leasing Stock or the Lisenby Corp. Stock into Lisenby Ltd. Partnership Interests is necessary, and no additional partnership interests of Lisenby Ltd. will be issued in connection with the Merger. Therefore, immediately after the Merger, the Lisenby Ltd. Partnership Interests shall continue to be issued and owned as follows:

Partner Names & Addresses

Ownership of Lisenby Ltd. Partnership Interests

Developmental Holdings, Inc., as the sole
General Partner, 1095 West Morse Boulevard,
Winter Park, Florida 32789

99%

Lisenby Holdings, LLC, a wholly-owned
subsidiary of Developmental Holdings, Inc.,
as the sole Limited Partner, 1095 West Morse Boulevard,
Winter Park, Florida 32789

1%

2.5 **Federal Income Tax Treatment.** Since for federal income tax purposes: (i) the Constituent Entities are all “disregarded” as entities separate from their owners, and (ii) DHI is deemed to be the sole owner of all of the assets and liabilities of each Constituent Entity, the merger of Lisenby Leasing and Lisenby Corp. with and into Lisenby Ltd. will be “disregarded” and without effect for federal income tax purposes.

2.6 **Rights and Obligations of Lisenby Leasing and Lisenby Corp.** In accordance with and insofar as permitted by the applicable provisions of the Acts: (i) Lisenby Ltd. shall possess all rights, privileges and powers of Lisenby Leasing and Lisenby Corp., (ii) all property and assets of Lisenby Leasing and Lisenby Corp. shall vest in Lisenby Ltd. without any further act or deed, and (iii) Lisenby Ltd. shall assume and be liable for all liabilities and obligations of Lisenby Leasing and Lisenby Corp.

ARTICLE 3

3.1 **Lisenby Ltd. Certificate of Limited Partnership and Agreement of Limited Partnership.** The Certificate of Limited Partnership and the Agreement of Limited Partnership of Lisenby Ltd. in effect immediately prior to the Effective Date shall be and will remain the Certificate of Limited Partnership and the Agreement of Limited Partnership of Lisenby Ltd., unless and until such Certificate of Limited Partnership and Agreement of Limited Partnership shall be amended as provided by law.

3.2 **Articles of Incorporation of Lisenby Leasing and Lisenby Corp.** The Articles of Incorporation of Lisenby Leasing and Lisenby Corp., as on record with the Secretary of State of Florida, shall be canceled as of the Effective Date and thereafter be of no further force or effect.

3.3 **Lisenby Leasing and Lisenby Corp. Organizational Documents.** All other organizational documents and agreements relating to Lisenby Leasing and Lisenby Corp. shall be canceled as of the Effective Date and thereafter be of no further force or effect.

3.4 **Lisenby Ltd. Partners.** The Partners of Lisenby Ltd. in effect immediately prior to the Effective Date shall be and will remain the Partners of Lisenby Ltd., until such time as ownership of the Partnership Interests is altered in accordance with the terms of the Certificate of Limited Partnership and the Agreement of Limited Partnership of Lisenby Ltd.

ARTICLE 4

4.1 **Amendment.** The Constituent Entities, by mutual consent, may amend this Plan of Merger prior to the filing of the Articles of Merger with the Secretary of State; provided, however, that an amendment made subsequent to the adoption of this Plan of Merger by the shareholders of Lisenby Leasing and Lisenby Corp. and the partners of Lisenby Ltd. shall be subject to the limitations specified in the Acts.

4.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of Articles of Merger with the Secretary of State, whether before or after adoption of this Plan of Merger by the partners of Lisenby Ltd. and the shareholders of Lisenby Leasing and Lisenby Corp., if the Boards of Directors of Lisenby Leasing or Lisenby Corp. or the partners of Lisenby Ltd.

determine that the consummation of the transactions provided for herein would not, for any reason, be in the best interest of the parties.

4.3 **Partner and Shareholder Approval.** This Plan of Merger shall be submitted to the shareholders of Lisenby Leasing and Lisenby Corp. and the partners of Lisenby Ltd. for approval prior to the Effective Date.

4.4 **Filing of Articles of Merger.** After obtaining such approval by the shareholders of Lisenby Leasing and Lisenby Corp. and the partners of Lisenby Ltd., Lisenby Leasing, Lisenby Corp. and Lisenby Ltd. are hereby authorized and directed to cause all required documents to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Date.